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LANGHORNE, BY &C. V. RICHMOND RAILWAY CO. AND ANOTHER.—Decided at Richmond, April 18, 1895.—*Buchanan, J* :

1. PRACTICE AT COMMON LAW—*Oyer—deed referred to by way of inducement.* The right to crave oyer of papers mentioned in a pleading applies, as a general rule, only to deeds and letters of probate and administration, and not to other writings, and only applies to a deed when a party pleading relies upon the direct and intrinsic operation of the deed. Hence a defendant is not entitled to have oyer of deed referred to in the plaintiff's declaration merely by way of inducement or introduction to other matters necessary to be alleged.

2. PRACTICE AT COMMON LAW—*Consolidation of corporations—liabilities of old company.* The corporation which is created by the consolidation of other corporations, or the surviving corporation where another or others are merged into it, is ordinarily deemed the same as each of the corporations which formed it for the purpose answering for the liabilities of the old corporation, and may be sued under its new name, or under the name of the surviving company for their debts, as if no change had been made in the name, or in the organization of the original corporations.

3. PLEADING AT COMMON LAW — *Misjoinder — consolidation of corporations.* Where a corporation liable for personal injuries inflicted by its agents becomes merged into, or consolidated with, another corporation which by authority of law or act of the parties is responsible for such liability, an action at law may be maintained for such injuries against either of said corporations, but not a joint action against both. They are not jointly liable. One is liable for committing the alleged tort, the other is liable by reason of the consolidation. In a joint action it must appear from the declaration that the contract or tort upon which the action is brought is a joint contract, or a joint tort; otherwise the declaration will be bad on demurrer for misjoinder of causes of action and of parties.

CAHOON, TREASURER, V. McCULLOUGH AND OTHERS.—Decided at Staunton, October 3, 1895.—*Riely, J* :

1. PROCEEDING AT COMMON LAW—*Motion against several—judgment against one—merger—non-suit.* In a proceeding by motion against an ex-treasurer and his sureties to recover a balance on county levies left in his hands, a confession of judgment by the principal does not merge the cause of action against the sureties, and judgment may be rendered against the latter at a succeeding term of the court. Nor are the rights of the plaintiff in any wise affected by suffering a non-suit, but he may at a subsequent term renew his action or motion on the same cause of action against any or all of the parties against whom he has not already obtained judgment.

HULVEY AND OTHERS V. HULVEY AND OTHERS.—Decided at Staunton, October 8, 1895.—*Buchanan, J* :

1. DEED FROM GRANTOR WHO HAS NO TITLE—*Color of title—adverse possession.* Although a deed of conveyance of real estate from a grantor who has no title conveys no title to the grantee, yet it is color of title, and possession taken under it and held adversely for the statutory period will ripen into a good title.